

NOTE:
E-1 = PROPOSED CARRIAGEWAY
EASTMENT IN FAVOUR OF LOT 1

NOTATIONS

THE DIMENSIONS SHOWN HEREON ARE APPROXIMATE AND ARE SUBJECT TO SURVEY.

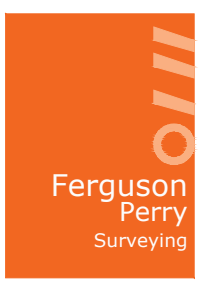
SUBDIVISION BOUNDARIES HAVE BEEN ESTIMATED FROM AERIAL PHOTOGRAPHY FOR CONCEPTUAL PURPOSES. SURVEY WILL ACCORD WITH THE BOUNDARY LAYOUT, BUT DISTANCES MAY VARY IN EXCESS OF 10m.

Ferguson Perry Surveying Pty Ltd
62 McLachlan Street Horsham,
Victoria 3400
ABN 76126 194 483

T (03) 5382 2023
F (03) 5381 1544
E admin@fergusonperry.com.au

A member of Alexander Symonds Group

+ Property + Land Development +
+ Construction + Mining +
+ Spatial Information Management +



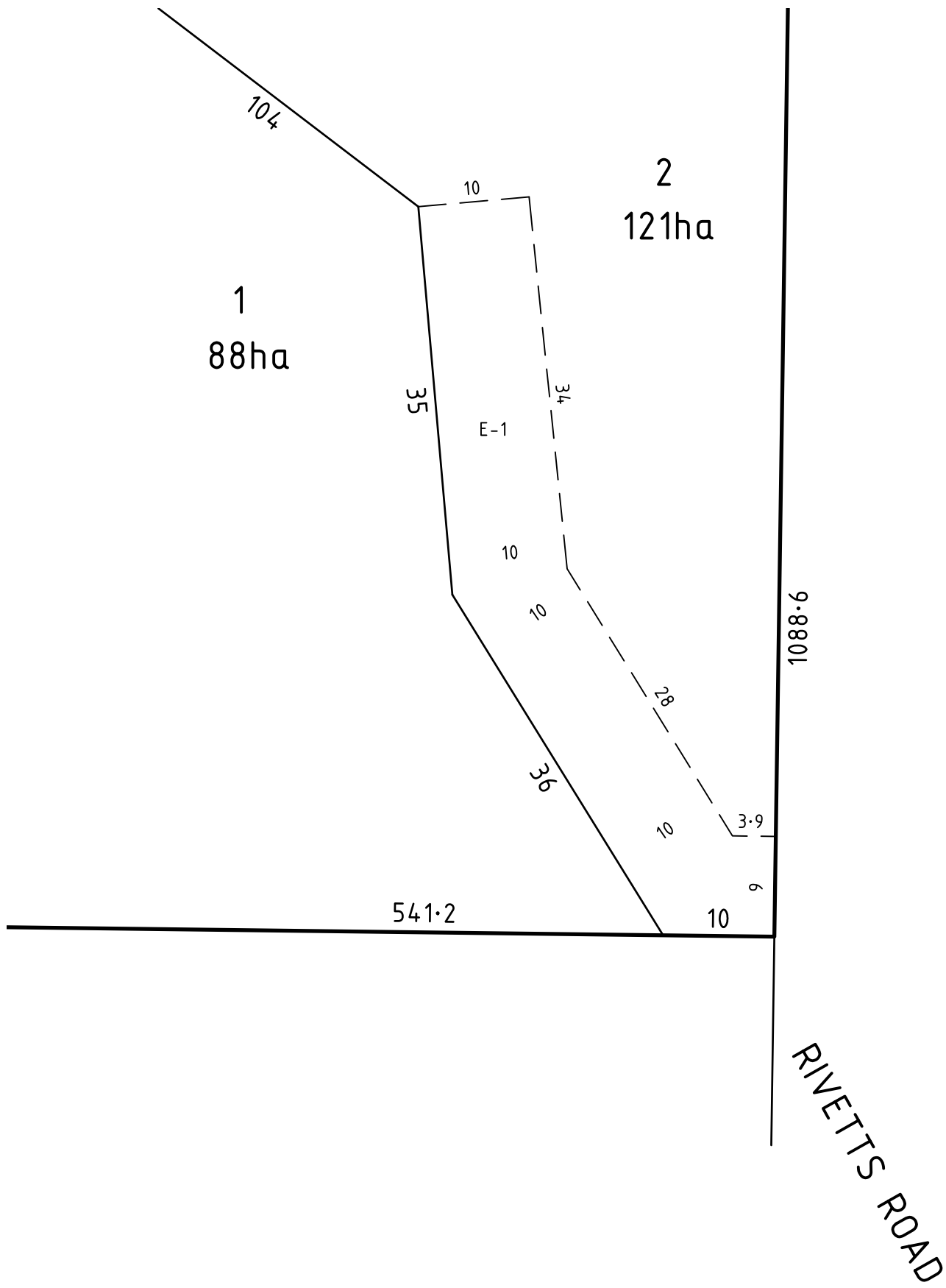
SURVEYORS REF.
23H0225
04/07/23
DRAWN BY: J.M.

OFFICE USE ONLY

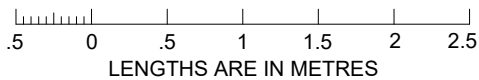
ORIGINAL SHEET SIZE **A3**

PLAN OF PROPOSED SUBDIVISION

RIVETTS ROAD, AMPHITHEATRE
PARISH OF GLENLOGIE
CROWN ALLOTMENT 13 & 14



SCALE 1:500



NOTE:

E-1 = PROPOSED CARRIAGEWAY
EASTMENT IN FAVOUR OF LOT 1

NOTATIONS

THE DIMENSIONS SHOWN HEREON ARE APPROXIMATE AND ARE SUBJECT TO SURVEY.

SUBDIVISION BOUNDARIES HAVE BEEN ESTIMATED FROM AERIAL PHOTOGRAPHY FOR CONCEPTUAL PURPOSES. SURVEY WILL ACCORD WITH THE BOUNDARY LAYOUT, BUT DISTANCES MAY VARY IN EXCESS OF 10m.

Ferguson Perry Surveying Pty Ltd
62 McLachlan Street Horsham,
Victoria 3400
ABN 76126 194 483

T (03) 5382 2023
F (03) 5381 1544
E admin@fergusonperry.com.au

A member of Alexander Symonds Group

+ Property + Land Development +
+ Construction + Mining +
+ Spatial Information Management +



SURVEYORS REF.
23H0225

04/07/23
DRAWN BY: J.M.

OFFICE USE ONLY

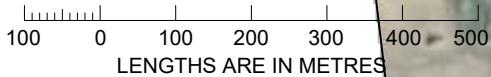
ORIGINAL SHEET SIZE **A3**

PLAN OF PROPOSED SUBDIVISION

RIVETTS ROAD, AMPHITHEATRE
PARISH OF GLENLOGIE
CROWN ALLOTMENT 13 & 14



SCALE 1:10000



NOTE:
E-1 = PROPOSED CARRIAGEWAY
EASTMENT IN FAVOUR OF LOT 1

NOTATIONS

THE DIMENSIONS SHOWN HEREON ARE APPROXIMATE AND ARE SUBJECT TO SURVEY.

SUBDIVISION BOUNDARIES HAVE BEEN ESTIMATED FROM AERIAL PHOTOGRAPHY FOR CONCEPTUAL PURPOSES. SURVEY WILL ACCORD WITH THE BOUNDARY LAYOUT, BUT DISTANCES MAY VARY IN EXCESS OF 10m.

Ferguson Perry Surveying Pty Ltd
62 McLachlan Street Horsham,
Victoria 3400
ABN 76126 194 483

T (03) 5382 2023
F (03) 5381 1544
E admin@fergusonperry.com.au

A member of Alexander Symonds Group

+ Property + Land Development +
+ Construction + Mining +
+ Spatial Information Management +



SURVEYORS REF.
23H0225

04/07/23
DRAWN BY: J.M.

OFFICE USE ONLY

ORIGINAL SHEET SIZE A3

PLAN OF PROPOSED SUBDIVISION
SHOWING EXISTING FEATURES

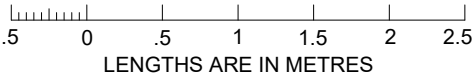
RIVETTS ROAD, AMPHITHEATRE
PARISH OF GLENLOGIE
CROWN ALLOTMENT 13 & 14



EXISTING 3M WIDE ACCESS TRACK IN PROPOSED CARRIAGEWAY EASEMENT

EXISTING ACCESS POINT

SCALE 1:500



NOTE:
E-1 = PROPOSED CARRIAGEWAY EASTMENT IN FAVOUR OF LOT 1

NOTATIONS

THE DIMENSIONS SHOWN HEREON ARE APPROXIMATE AND ARE SUBJECT TO SURVEY.

SUBDIVISION BOUNDARIES HAVE BEEN ESTIMATED FROM AERIAL PHOTOGRAPHY FOR CONCEPTUAL PURPOSES. SURVEY WILL ACCORD WITH THE BOUNDARY LAYOUT, BUT DISTANCES MAY VARY IN EXCESS OF 10m.

Ferguson Perry Surveying Pty Ltd
62 McLachlan Street Horsham,
Victoria 3400
ABN 76126 194 483

T (03) 5382 2023
F (03) 5381 1544
E admin@fergusonperry.com.au

A member of Alexander Symonds Group

+ Property + Land Development +
+ Construction + Mining +
+ Spatial Information Management +



SURVEYORS REF.
23H0225

04/07/23
DRAWN BY: J.M.

OFFICE USE ONLY

ORIGINAL SHEET SIZE A3

PLAN OF PROPOSED SUBDIVISION
SHOWING EXISTING FEATURES

RIVETTS ROAD, AMPHITHEATRE
PARISH OF GLENLOGIE
CROWN ALLOTMENT 13 & 14

Our ref: 23H0225

25/07/2024

Ella Duniam
Planning Department
Pyrenees Shire Council
Via SPEAR

To Ella,

RE: Request for further information to planning permit application PA24029 for Rivetts Road, Amphitheatre

I am writing in response to the request for further information (RFI) dated 06/06/2024 to planning permit application PA2023059 for a 2-lot subdivision at Rivetts Road, Amphitheatre.

In response to the RFI, an amended set of plans has been submitted to SPEAR which show more clearly the location of Rivetts Road and the vehicle access point from Rivetts Road in the south-eastern corner of the site.

Below is a recent photo showing the existing 3.5m wide access track that crosses from Rivetts Road into Lot 2 in the south-eastern corner of the site. A carriageway easement containing the track is proposed to be created on Lot 2 in order to provide practical and legal access to Lot 1. No works are required to the entrance or track and there will be no direct or indirect native vegetation loss as a result of the proposed subdivision as no new fencing will be constructed.



It is hoped that the additional information provided is sufficient to enable you to proceed with the assessment of the application. However, if any further information is required or if you wish to discuss the matter further please feel free to contact me on 0438132698 or by email to aplazzer@fergusonperry.com.au.

Yours faithfully,

Angela Plazzer
Ferguson Perry Surveying Pty Ltd.





Office Use Only

VicSmart: **No**
Specify class of VicSmart application:
Application No: **REFPA20240050**
Date Lodged: **8/05/2024**

Application for Planning Permit

If you need help to complete this form, read [How to complete the Application for Planning Permit form](#).

 Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the *Planning and Environment Act 1987*. If you have any concerns, please contact Council's planning department.


 **Questions marked with an asterisk (*) are mandatory and must be completed.**

 **If the space provided on the form is insufficient, attach a separate sheet.**

Application type

Is this a VicSmart Application?*

No
If yes, please specify which VicSmart class or classes:

 If the application falls into one of the classes listed under Clause 92 or the schedule to Clause 94, it is a VicSmart application

Pre-application meeting

Has there been a pre-application meeting with a Council planning officer?

False

If 'yes', with whom?:

Date:

day / month / year

The Land


Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

Street Address*

Unit No:	St. No:	St. Name: Rivetts Road
Suburb/Locality: Amphitheatre		Postcode: 3468

Formal Land Description*

Complete either A or B

 This information can be found on the certificate of title.


A Lodged Plan Title Plan Plan of Subdivision

OR

B


If this application relates to more than one address, please attach details.

The Proposal

 You must give full details of your proposal and attach the information required to assess the application. Insufficient or unclear information will delay your application.


① For what use, development or other matter do you require a permit?*

2-lot subdivision

 Provide additional information on the proposal, including: plans and elevations; any information required by the planning scheme, requested by Council or outlined in a Council planning permit checklist; and if required, a description of the likely effect of the proposal.

① Estimated cost of development for which the permit is required*

Cost \$0.00

 You may be required to verify this estimate
Insert '0' if no development is proposed


Insert '0' if no development is proposed (eg. change of use, subdivision, removal of covenant, liquor licence)

Existing Conditions

Describe how the land is used and developed now*

Eg. vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.

Conservation

 Provide a plan of the existing conditions. Photos are also helpful.


Title Information

Encumbrances on title*

If you need help about the title, read: [How to complete the Application for Planning Permit form](#)

Does the proposal breach, in any way, an encumbrance on title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?

- Yes. (if 'yes' contact Council for advice on how to proceed before continuing with this application.)
- No
- Not applicable (no such encumbrance applies).

 Provide a full, current copy of the title for each individual parcel of land forming the subject site. (The title includes: the covering 'register search statement', the title diagram and the associated title documents, known as 'instruments' eg restrictive covenants.)

Applicant and Owner Details

Provide details of the applicant and the owner of the land.

Applicant *

The person who wants the permit

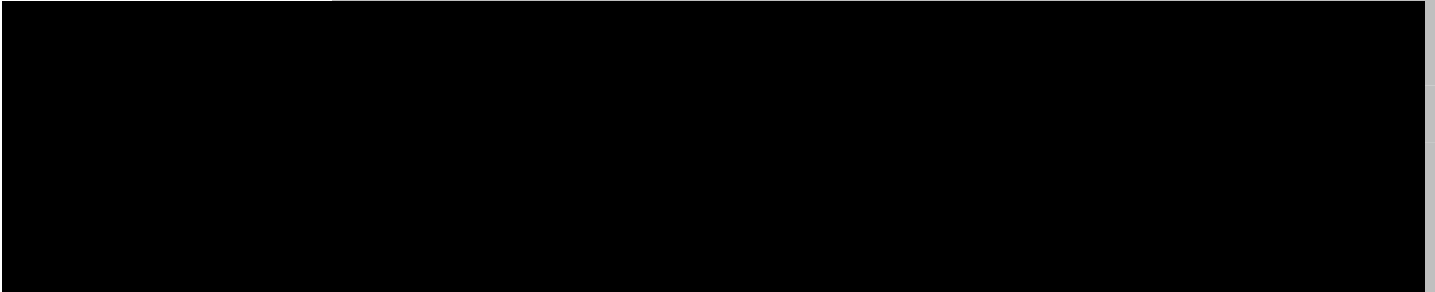
Name:			
Title:	First Name: Angela	Surname: Plazzer	
Organisation (if applicable): Ferguson Perry Surveying			
Postal Address		If it is a PO Box, enter the details here:	
Unit No:	St. No: 62	St. Name: McLachlan Street	
Suburb/Locality: Horsham		State: VIC	Postcode: 3400
Contact person's details*		Same as applicant (if so, go to 'contact information')	
Name:			
Title: Ms	First Name: Angela	Surname: Plazzer	
Organisation (if applicable): Ferguson Perry Surveying			

Where the preferred contact person for the application is different from the applicant, provide the details of that person.

Postal Address		If it is a PO Box, enter the details here:	
Unit No.:	St. No.: 62	St. Name: McLachlan Street	
Suburb/Locality: Horsham		State: VIC	Postcode: 00

Please provide at least one contact phone number *

Contact Information	
Business Phone: 0353822023	Email: aplazzer@fergusonperry.com.au
Mobile Phone:	Fax:



Owner's Signature (optional):	Date:
	day / month / year

Information Requirements

Contact Council's planning department to discuss the specific requirements for this application and obtain a planning permit checklist.

Is the required information provided?

Yes
 No

Declaration ⓘ

This form must be signed by the applicant*



⚠ Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit

I declare that I am the applicant; and that all the information in this application is true and correct and the owner (if not myself) has been notified of the permit application.

Signature:	Date: 8 May 2024
	day / month / year

Checklist

Have you:

<input type="checkbox"/>	Filled in the form completely?	 Most applications require a fee to be paid. Contact Council to determine the appropriate fee.
<input type="checkbox"/>	Paid or included the application fee?	
	Provided all necessary supporting information and document?	
<input type="checkbox"/>	A full and current copy of the information for each individual parcel of land forming the subject site.	
<input type="checkbox"/>	A plan of existing conditions.	
<input type="checkbox"/>	Plans showing the layout and details of the proposal.	
<input type="checkbox"/>	Any information required by the planning scheme, requested by council or outlined in a council planning permit checklist.	
<input type="checkbox"/>	If required, a description of the likely effect of the proposal (eg traffic, noise, environmental impacts).	

Lodgement

Lodge the completed and signed form and all documents with:

Pyrenees Shire Council
5 Lawrence Street BEAUFORT Vic 3373

Telephone: (03) 5349 1100

Contact information:
Telephone: (03) 5349 1100
Email: pyrenees@pyrenees.vic.gov.au



Deed of Covenant for the Conservation of Land

Full Name/s of Landowner/s as per Title
Trust for Nature (Victoria)

Property: Insert address as per Title

Note: Landowners are obliged under this Covenant to promptly notify the Trust of any change in ownership or another encumbrance relating to the Land or any lease or other interest in Land which the Landowners grant to any other person.

This Deed of Covenant contains land management obligations intended to achieve the purposes of the BushBank Project in contributing to targets set out in the Victorian government document '*Protecting Victoria's Environment - Biodiversity 2037*' by improving biodiversity and increasing carbon sequestration across Victoria.

www.trustfornature.org.au

Table of contents

Parties	1
Recitals.....	1
1 Definitions.....	3
2 Interpretation	7
3 Deed of Covenant.....	7
4 Registration	7
5 Effect of Agreement	8
6 Landowner Covenants.....	8
7 Further Covenants and Rights	11
8 Native Vegetation Restoration Plan	12
9 Covenant Management Plan	12
10 Letter of Approval	13
11 Acknowledgements	13
12 Cultural practices and management.....	14
13 Default by the Landowner	14
14 Dispute resolution.....	14
15 Notices.....	15
16 Confidentiality	15
17 Privacy.....	16
18 General.....	16
Execution and date	18
SCHEDULE 1: COVENANT DETAILS	21
SCHEDULE 2: COVENANT AREA	22
SCHEDULE 3: MORTGAGEE'S CONSENT	23

Parties

The Landowner specified in Schedule 1 to this Covenant (**Landowner**)

Trust for Nature (Victoria) [ABN 60 292 993 543] (**Trust**) of Level 5, 379 Collins Street, Melbourne

Recitals

- A The Department has established the Bush Bank Private Land Restoration and Protection program (**BushBank Project**) to combine State and private funding to rehabilitate privately owned land with native vegetation.
- B The BushBank Project aims to restore and protect 20,000 hectares of privately owned land to deliver biodiversity benefits aligned with the State's plan, Protecting Victoria's Environment – Biodiversity 2037, and to increase carbon sequestration and storage working towards net zero emissions by 2050 (or earlier).
- C The Department has engaged the Delivery Partner to implement the BushBank Project.
- D The Landowner owns the Property, which includes the BushBank Site and the Covenant Area. The Landowner has applied for the BushBank Site to form part of the BushBank Project.
- E A Site Assessment has occurred at the BushBank Site, and the BushBank Site meets the Site Eligibility Criteria. The Delivery Partner has agreed to include the BushBank Site as part of the BushBank Project.
- F As part of the BushBank Project, the Landowner agrees to enter into a Covenant with the Trust under section 3A of the Act and which runs with the Property empowering the Trust to enforce the covenant against the Landowner.
- G The Trust and the Landowner have agreed to enter into this Covenant, being satisfied that the Covenant Area possesses the appropriate characteristics and acknowledging that the Parties' aims and purposes are the conservation and care of the Covenant Area in accordance with the Covenant Objectives.
- H The Covenant Objectives are:
- (a) the conservation and care of the Covenant Area for public scientific and public educational purposes including, as relevant to the Covenant Area its:
 - i. native plants and wildlife;
 - ii. natural interest or beauty;
 - iii. ecological significance; and
 - iv. historical interest.
 - (b) to:
 - v. contribute to the National Reserve System, under the Protected Area criteria established by the International Union for Conservation of Nature (IUCN 2008); and
 - vi. secure restoration achieved as part of the BushBank Project; and
 - vii. forever conserve and care for and improve the natural character and wildlife habitat on the Covenant Area.

- I The Trust and the Landowner acknowledge and respect the Traditional Owners of the Land as the original custodians of Victoria's land and waters, recognise their unique ability to care for Country and their deep spiritual connection to it, and support the continuation of cultural and spiritual practices on Country.

1 Definitions

In this Covenant the following definitions apply:

Act means the *Victorian Conservation Trust Act 1972* (Vic).

BushBank Masterplan means the plan included at Appendix E to the Native Vegetation Restoration Plan.

BushBank Project has the meaning given in Recital A.

BushBank Project Objectives means the following objectives:

- (a) to restore and permanently protect a minimum of 20,000 hectares of native vegetation for biodiversity and ecosystem function at scale, on eligible sites;
- (b) to increase vegetation-based carbon sequestration and storage that is included in Victoria's emissions inventory;
- (c) to amplify biodiversity, carbon and economic outcomes by encouraging co-investment, including from carbon markets, private and philanthropic sources;
- (d) to build on existing restoration sector expertise and local landowner networks and encourage collaboration within the restoration and conservation sector;
- (e) to provide economic benefits through diversified income streams for landowners and new employment opportunities in the restoration and conservation sector; and
- (f) to enable appropriate involvement of First Peoples and local community groups.

BushBank Site means the part of the Property that is proposed for native vegetation restoration and protection as part of the BushBank Project as identified on the BushBank Masterplan.

Business Day means a day which is not a Saturday, Sunday or a public holiday in the location of the Property.

Carbon Co-Funder means the person who has entered or will enter into a Forestry and Carbon Management Agreement with the Landowner in respect of the Carbon Estimation Area on or about the date of this Covenant.

Carbon Estimation Area means that part of the Property identified as the hatched area on the map included at Schedule 2 to the Forestry and Carbon Management Agreement, and which is also identified on the BushBank Masterplan.

Commencement Date means the date that this Covenant is signed by all parties to it.

Confidential Information means any technical, scientific, commercial, financial or other information of, about or in any way related to the BushBank Project or other matters under this Agreement including any information designated by the Trust as confidential, which is disclosed, made available, communicated or delivered to the Landowner in connection with this Covenant, but excludes information which:

- (a) is in or which subsequently enters the public domain, other than as a result of a breach of an obligation of confidentiality;
- (b) the Landowner can demonstrate was in its possession before the Commencement Date;
- (c) the Landowner can demonstrate was developed by it independently of any disclosures previously made by the Trust; or

(d) is lawfully obtained by the Landowner on a non-confidential basis from another person entitled to disclose it.

Country means areas of lands, waters and skies to which Traditional Owners have traditional and cultural associations to that land. Country includes all of the sentient and non-sentient parts of the world and the interactions between them, according to Aboriginal lore.

Covenant means this document including any schedule or annexure to it.

Covenant Area means the part of the Property identified as the hatched area on the Plan, and which is also identified on the BushBank Masterplan.

Covenant Management Plan means the plan mutually agreed to and signed by the Landowner and the Trust during the Restoration Management Period, for the management of the Covenant Area after the Restoration Management Period, as amended from time to time and which forms part of this Covenant once signed.

Covenant Objectives means the aims and purposes of this Covenant as outlined in Recital H.

Delivery Partner means Cassinia Restoration Pty Ltd, or such other person or body from time to time who is responsible for implementing the BushBank Project.

Department means the State of Victoria as represented by the Department of Energy, Environment and Climate Action (or its successor).

Domestic Area means the area as delineated within the Plan which is part of the Covenant Area and used as a Dwelling and garden to the Dwelling or an area up to [INSERT NUMBER] ha in size, which is a part of the Covenant Area and used as a Dwelling and a garden to the Dwelling the size and location of which are to be approved in writing by the Trust.

Dwelling means any habitable structure, including but not limited to a house, permanent caravan, dependent persons' unit or holiday accommodation.

Exploration means exploration for minerals and includes:

- (a) conducting geological, geophysical and geochemical surveys;
- (b) drilling;
- (c) taking samples for the purposes of chemical or other analysis;
- (d) extracting minerals from the Property, other than for the purpose of producing them commercially; and
- (e) in relation to an exploration licence, anything else (except mining) that is specified in the licence.

Forestry and Carbon Management Agreement means an agreement which:

- (a) regulates the process for creating and transferring carbon sequestration rights and soil carbon rights in respect of the Carbon Estimation Area under Part 7 of the Climate Change Act 2017 (Vic); and
- (b) operates as an agreement under Part 7 of the Climate Change Act 2017 (Vic) and provides for the imposition of management obligations in relation to carbon sequestration by vegetation, carbon sequestration underground, and the management of vegetation.

Home Occupation means an occupation carried on in a Dwelling, or within the Domestic Area, by a resident of the Dwelling.

Landowner means the person or persons named and described in item 1 of Schedule 1 being the registered proprietor/s of the Property and where the context requires, includes the Landowner's employees, agents, contractors and invitees.

Landowner Agreement means the agreement titled *Landowner Agreement BushBank Private Land Restoration* between the Landowner and the Delivery Partner, entered into on or about the date of this Covenant.

Landowner Restoration Works means those parts of the Restoration Works which the Landowner is responsible for delivering as specified in the Native Vegetation Restoration Plan.

Law means any law operating in Victoria under common law, equity or statute and including any applicable exchange listing rules, all regulations, by-laws, approvals and relevant requirements of any Commonwealth, State or local authority.

Letter of Approval means a letter signed by the Trust providing approval for the Landowner to undertake specific activities on the Covenant Area otherwise prohibited under this Covenant.

Licence means an exploration licence, mining licence, a prospecting licence or a retention licence as set out in the *Minerals Resources (Sustainable Development) Act 1990 (Vic)*.

Mining means extracting minerals from the Site for the purpose of producing them commercially and includes processing and treating ore.

Minister means the Minister of the Crown administering the Act.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Property or any part of it.

Native Vegetation Restoration Plan means the plan for native vegetation restoration on the BushBank Site, which is signed on or about the date of this Covenant by each of the Trust, the Landowner, the Delivery Partner and others (if relevant), as amended from time to time in accordance with clause 8.5.

Parties means the parties to this Covenant.

Permitted Defendable Space and Fire Protection Works means vegetation permitted to be removed under the applicable planning scheme (as amended from time to time), whether under a planning permit or exemption in the planning scheme, for bushfire protection purposes including for the creation of defendable space from an existing or new building or other fire protection works.

Personal Information has the meaning given to that term in the *Privacy and Data Protection Act 2014 (Vic)*.

Plan means the final survey plan of the Covenant Area attached to this Agreement as Schedule 2, which also identifies (as relevant) the Domestic Area.

Privacy Legislation means the *Privacy Act 1988 (Cth)*, *Privacy and Data Protection Act 2014 (Vic)* and the *Health Records Act 2001 (Vic)* and any applicable code of practice approved under the *Privacy and Data Protection Act 2014 (Vic)* from time to time, if applicable.

Property has the meaning given in Item 2 of Schedule 1.

Register means the register of land kept under the *Transfer of Land Act 1958 (Vic)*.

Registered Aboriginal Party has the same meaning as in the *Aboriginal Heritage Act 2006 (Vic)*, which as at the Commencement Date, means a body that is registered under Part 10 of the *Aboriginal Heritage Act 2006 (Vic)*.

Registrar of Titles means the person responsible for managing the Register.

Restoration Management Period means the period of time from the Commencement Date until the Restoration Targets are achieved.

Restoration Targets has the same meaning as in the Native Vegetation Restoration Plan.

Restoration Works means the restoration works and actions specified in the Native Vegetation Restoration Plan.

Site Eligibility Criteria means criteria that have been developed by the Delivery Partner and the Department to assess the suitability of a site to participate in the BushBank Project.

Subdivision means the subdivision as defined with the *Subdivision Act 1988* (Vic) (or its successor) or any consolidation of land or boundary realignment.

Traditional Owners generally means those Aboriginal peoples who possess rights in relation to Country in accordance with their traditional laws acknowledged and customs observed, and when used in clause 9 and 12 specifically means the Registered Aboriginal Party, or if there is no Registered Aboriginal Party, then an entity having a similar purpose in law, and as agreed between the Owner and the Trust.

Trust means Trust for Nature (Victoria) as established under section 2 of the Act.

2 Interpretation

In the interpretation of this Covenant, the following provisions apply unless the context otherwise requires:

- 2.1 Headings are inserted for convenience only and do not affect the interpretation of this Covenant.
- 2.2 A reference in this Covenant to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 2.3 A reference in this Covenant to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced.
- 2.4 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Covenant.
- 2.5 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 2.6 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 2.7 A word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders.
- 2.8 A reference to the word 'include' or 'including' is to be interpreted without limitation.
- 2.9 Any schedules and attachments form part of this Covenant.
- 2.10 To the extent of any uncertainty in the interpretation of any clause of this Covenant, an interpretation that gives better effect to the BushBank Project Objectives is to be preferred to an interpretation that does not.

3 Deed of Covenant

- 3.1 The Trust and the Landowner agree without limiting or restricting their respective powers to enter into this Covenant and, insofar as it can be so treated, this Covenant is made pursuant to section 3A of the Act.

4 Registration

- 4.1 The Landowner consents to the Trust making application to the Registrar of Titles to make a recording of this Covenant in the Register on the Certificate of Title of the Property in accordance with section 3A(10) of the Act and do all things necessary to enable the Trust to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Covenant of any Mortgagee in the form attached as Schedule 3 or caveator to enable the recording to be made in the Register under that section.

5 Effect of Agreement

- 5.1 This Covenant shall be deemed to come into force and effect from the date of execution of this Covenant and the benefit and burden of this Covenant shall be annexed to the Property.
- 5.2 The obligations of the Landowner under this Covenant will take effect as separate and severable covenants which shall be annexed to and run at law and equity with the Property to bind the Landowner and each successor, assignee or transferee of the Landowner, the registered proprietor, the mortgagee in possession and the beneficial Landowner for the time being of the Property.

6 Landowner Covenants

The Landowner covenants at all times to observe and perform the following obligations and duties in relation to the Covenant Area:

General

- 6.1 To use and manage the Covenant Area in a manner, which in the reasonable opinion of the Trust, is consistent with the Covenant Objectives and the BushBank Project Objectives.
- 6.2 Not to do any act or thing upon the Covenant Area, which in the reasonable opinion of the Trust, is prejudicial to its conservation, care or the Covenant Objectives and the BushBank Project Objectives.

Development and works

- 6.3 In particular, on and with respect to the Covenant Area, the Landowner must not permit, cause or allow to occur unless approved in accordance with clause 10:
- 6.3.1 the Subdivision of the Covenant Area;
- 6.3.2 the construction or placement of any structure or Dwelling on the Covenant Area save for:
- (a) within the Domestic Area;
 - (i) non-habitable structures;
 - (ii) one Dwelling;
 - (iii) any of the usual outbuildings associated with a Dwelling;
 - (b) outside the Domestic Area;
 - (i) non-habitable structures; and
 - (ii) **optional** one Dwelling.

The location, type and size of any non-habitable structure outside the Domestic Area or a Dwelling anywhere on the Covenant Area must be approved in writing by the Trust prior to construction and remain subject to the approval of the responsible authority. The Landowner may also require consent or approval from Delivery Partner under the Landowner Agreement and any other party involved in the BushBank Project with rights in respect of the Property.

In the event of the destruction or removal of a Dwelling or structure approved under this clause, any replacement Dwelling or structure may be constructed without approval from the Trust, provided it is located on the same part of the Covenant Area and is designed to have a similar footprint and size as the original.

OR

the construction or placement of any structure or Dwelling on the Covenant Area save for non-habitable structures the location, type and size of which must be approved in writing by the Trust prior to construction and remain subject to the approval of the responsible authority. The Landowner may also require consent or approval from Delivery Partner under the Landowner Agreement and any other party involved in the BushBank Project with rights in respect of the Property.

In the event of the destruction or removal of a structure approved under this clause, any replacement structure may be constructed without approval from the Trust, provided it is located on the same part of the Covenant Area, will be used for the same purpose and is designed to have a similar footprint and size as the original.

- 6.3.3 the erection of any further transmission lines or other services or works (unless required by law) save for those required for a Dwelling approved under sub-clause 6.3.2;
- 6.3.4 the construction of any dams other than [INSERT NUMBER] existing at the date of this Covenant and [INSERT NUMBER] further dams to be located within the Domestic Area; and
- 6.3.5 erect or display any notice, hoarding or advertising matter save for identification signs and interpretive signs.

Use and management

6.4 In particular, on and with respect to the Covenant Area the Landowner must not permit, cause or allow to occur, unless otherwise approved by the Trust in accordance with clause 10:

- 6.4.1 the removal or destruction of any local indigenous trees, plants or grasses, dead or alive, or the planting of any flora other than local indigenous flora save for:

In relation to the Domestic Area where:

(a) the Landowner must not introduce any environmental weeds as specified from time to time by the Department of Energy, Environment and Climate Action (or its successor); and

(b) the Landowner may undertake any Permitted Defendable Space and Fire Protection Works; or

in relation to revegetation works where;

(c) it is deemed appropriate by the Trust to use local and non-local provenances in accordance with State guidelines.

- 6.4.2 any act or omission which may adversely affect any local indigenous flora or any indigenous fauna or their related habitats;

- 6.4.3 (unless required by law) any deterioration in the natural state or in the flow, supply, quantity or quality of any body of water save for the construction and maintenance of any dams permitted under sub-clause 6.3.4;

- 6.4.4 livestock to enter save for livestock entering for the purpose of grazing consistent with the Covenant Objectives and pursuant to the Native Vegetation Restoration Plan or the Covenant Management Plan;

- 6.4.5 subject to clause 6.4.4 the introduction of any non-indigenous fauna, or any cat, dog or other domestic animals, save for [INSERT NUMBER] working dogs to assist with management of livestock;
- 6.4.6 the removal, introduction or disturbance of any soil, rocks, or other minerals (which includes soil cultivation and earth-moving activities) save for revegetation activities and save for the construction and maintenance of any dams permitted under sub-clause 6.3.5;
- 6.4.7 the operation of any non-agricultural trade, industry or business save for Home Occupations;
- 6.4.8 the recreational use of trail bikes or any vehicles;
- 6.4.9 the accumulation of rubbish or storage of any materials other than materials being used or intended to be used by the Landowner on the Covenant Area;
- 6.4.10 the removal of any timber including fallen timber save for the removal of fallen timber for the Landowner's personal use consistent with the Covenant Objectives and pursuant to the Native Vegetation Restoration Plan or the Covenant Management Plan.
- 6.4.11 the establishment or spread of pest animals and pest plants which shall be controlled and, as far as possible, eliminated in accordance with section 20 of the *Catchment and Land Protection Act 1994* (Vic);
- 6.4.12 the establishment or spread of high threat pest animals and plants identified by the Trust, which shall be controlled and, as far as possible, eliminated;
- 6.4.13 the application of fertilizer save for within the Domestic Area; and
- 6.4.14 any other activities not consistent with the Covenant Objectives and the BushBank Project Objectives.

Mining and Exploration

- 6.5 In relation to any minerals exploration or extraction activity or production of gas, petroleum or other substance proposed on or with respect to the Covenant Area, the Landowner must:
 - 6.5.1 not apply for a Licence;
 - 6.5.2 not permit any Mining or Exploration or production of gas, petroleum or other substance proposed, unless required by Law;
 - 6.5.3 notify the Trust of any proposed Mining or Exploration or production of gas, petroleum or other substance proposed; and
 - 6.5.4 not consent to any Mining or Exploration or production of gas, petroleum or other substance proposed unless approved by the Trust in writing.

7 Further Covenants and Rights

- 7.1 The Landowner further covenants and agrees:
- 7.1.1 to make reasonable efforts to remove pests and weeds from the Covenant Area and to prevent their future invasion;
 - 7.1.2 to make reasonable efforts, if necessary, to erect fences which allow free movement of indigenous fauna between adjacent grazing areas and the Covenant Area, and to maintain fences and gates in good stock proof order and condition; and
 - 7.1.3 to permit officers, agents or nominees of the Trust acting on behalf of the Trust provided prior reasonable notice has been given, to enter the Covenant Area in order to monitor and assess its condition, assess compliance with this deed or the achievement of the BushBank Project Objectives, the Covenant Objectives or to prepare the Covenant Management Plan pursuant to clause 9.

Lease or Licence

- 7.2 The Landowner further covenants and agrees upon resolving to lease or licence the Covenant Area, or any portion of the Covenant Area, to:
- 7.2.1 include within the lease or licence provided to any potential lessee or licensee a copy of this Covenant; and
 - 7.2.2 in writing, procure the agreement of the tenant or licensee to perform and observe the duties and obligations as assumed by the Landowner pursuant to this Covenant; and
 - 7.2.3 promptly notify the Trust in writing of any lease or licence entered into for the Covenant Area or any portion of the Covenant Area.

Sale

- 7.3 The Landowner further covenants and agrees upon entering into any contract to sell the Property or any portion of the Property to:
- 7.3.1 include within the contract provided to any potential purchaser of the Property a copy of this Covenant; and
 - 7.3.2 promptly notify the Trust in writing that the Landowner has entered into a contract to sell the Property or any portion of the Property.

Other Interest

- 7.4 The Landowner further covenants and agrees before granting or entering into any other contract or disposing of or creating any other interest in the Property (insofar as it includes the Covenant Area), to:
- 7.4.1 include within the contract or provide to the person being granted an interest in the Covenant Area or any portion of the Covenant Area, a copy of this Covenant; and
 - 7.4.2 in writing, procure the agreement of the person being granted an interest in the Covenant Area to perform and observe the duties and obligations as assumed by the Landowner pursuant to this Covenant; and
 - 7.4.3 promptly notify the Trust in writing that the Landowner has granted an interest in the Property (insofar as it includes the Covenant Area).

Mortgagee consent

- 7.5 Without limiting clause 4, the Landowner further covenants and agrees that the Landowner must obtain Mortgagee consent to the registration of this Covenant on the Certificate of Title to the Property and procure that the Mortgagee signs such documents and does such things as is otherwise necessary to give effect to that consent. The Landowner indemnifies the Trust for any costs, loss, damage or expense arising from or in connection with any failure by the Landowner to comply with this clause.

Forestry and Carbon Management Agreement

7.6 In accordance with clause 7.4, the Trust consents to the Landowner:

7.6.1 entering into a Forestry and Carbon Management Agreement in respect of the Carbon Estimation Area and as part of the BushBank Project on or about the date of this Covenant; and

7.6.2 transferring carbon sequestration rights and soil carbon rights to a Carbon Co-Funder under Part 7 of the *Climate Change Act 2017* (Vic) in respect of the Carbon Estimation Area and as part of the BushBank Project.

8 Native Vegetation Restoration Plan

- 8.1 The Landowner must manage the BushBank Site in accordance with, and comply with, the Native Vegetation Restoration Plan during the Restoration Management Period.
- 8.2 The Landowner must complete, or procure the completion of, the Landowner Restoration Works for the purpose of achieving the Restoration Targets, to the standards required by the Native Vegetation Restoration Plan.
- 8.3 If there is any inconsistency between the terms of this Covenant and the provisions of the Native Vegetation Restoration Plan, then the provisions of the Native Vegetation Restoration Plan shall prevail during the Restoration Management Period.
- 8.4 After the Restoration Targets have been achieved, the Covenant Area will remain subject to the provisions of this Covenant, including the obligation to manage the Covenant Area in accordance with the Covenant Management Plan pursuant to clause 9.
- 8.5 The Parties acknowledge and agree that the Native Vegetation Restoration Plan may be amended from time to time with the written consent of the Trust, the Landowner, the Delivery Partner and any other person who is a party to it.

9 Covenant Management Plan

- 9.1 The Parties acknowledge that they must use all reasonable endeavours and act in good faith to agree the form and content of the Covenant Management Plan during the Restoration Management Period.
- 9.2 By mutual consent of the Landowner and the Traditional Owners, the Covenant Management Plan may be informed by cultural knowledge.
- 9.3 If the Parties are unable to agree on the content and actions of the Covenant Management Plan then the dispute resolution process set out in clause 14 must be followed.

- 9.4 The Parties agree that once mutually agreed to and signed by the Parties, the Covenant Management Plan forms a part of this Covenant and is enforceable as if it were part of the Covenant.
- 9.5 The Landowner must do all things necessary to give effect to the terms of this Covenant and the Covenant Management Plan.
- 9.6 The Landowner agrees to manage the Covenant Area pursuant to and in accordance with the terms of the Covenant Management Plan.
- 9.7 The Parties agree that if there is any inconsistency between the terms of this Covenant and the provisions of the Covenant Management Plan, then the terms of this Covenant shall prevail.
- 9.8 The Covenant Management Plan may only be varied or amended by mutual consent in writing of the Parties.

10 Letter of Approval

- 10.1 The Parties agree that the Trust may provide prior written consent for the Landowner to undertake any action not permitted under clause 6 on the following basis:
- 10.1.1 the Landowner must obtain the consent of the Trust prior to undertaking any actions or works;
 - 10.1.2 the consent must be in the form of a Letter of Approval issued by the Trust;
 - 10.1.3 the Trust may place conditions on the grant of consent which must be provided to the Landowner in writing; and
 - 10.1.4 the consent will not be unreasonably withheld, provided that the Trust is satisfied that the proposal will not prejudice the Covenant Objectives and the BushBank Project Objectives.

11 Acknowledgements

- 11.1 The Trust acknowledges that compliance with clause 6 and the restrictions set out in this Covenant may be treated as waived to the extent necessary for:
- 11.1.1 responsible fire protection (including any Permitted Defendable Space and Fire Protection Works), weed and pest control;
 - 11.1.2 acts outside the control of the Landowner, including but not limited to;
 - (a) war;
 - (b) riot;
 - (c) insurrection;
 - (d) vandalism; and
 - (e) natural disaster;
 - 11.1.3 reasonable maintenance of fences, culverts, dams, bridges, watercourses, buildings, tracks, paths, roads and other services;
 - 11.1.4 any act required under any Law, rule or regulation of any government or governmental agency, executive or administrative order or act of general or particular application;

11.1.5 the proper management of the Covenant Area as a protected environment for indigenous flora and fauna; or

11.1.6 the proper operation of clause 12.

11.2 The Landowner acknowledges and agrees that it has had the opportunity to obtain independent legal advice in respect of entering this Covenant.

12 Cultural practices and management

12.1 The Trust recognises the alignment between cultural land management practices and conservation approaches that support ecological sustainability.

12.2 Nothing in this Covenant is intended to prevent Traditional Owners from going onto the Land to conduct cultural practices, or manage, or inform the management of, conservation values, provided:

(i) the Owner has been engaged and has provided consent for those practices; and

(ii) the activities are consistent with the Covenant Objectives

13 Default by the Landowner

13.1 Where the Trust believes the Landowner has breached or failed to comply with any term of this Covenant, the Trust may issue a notice in writing to the Landowner (**Notice**) that:

13.1.1 states the notice is a notice under this clause;

13.1.2 specifies the nature of the breach;

13.1.3 requests rectification by a nominated date; and

13.1.4 specifies the actions required to remedy the non-compliance with the terms of this Covenant.

13.2 If after 30 days from the date of the Notice the Trust believes that there has been an inadequate response by the Landowner to the Notice:

13.2.1 the Trust or its agents may enter the Covenant Area to undertake the necessary conservation work;

13.2.2 the Landowner must, immediately upon receipt of costs from the Trust, reimburse the Trust for the costs incurred; and

13.2.3 the costs in clause 13.2.2 shall be capable of being recovered by the Trust in any court or competent jurisdiction as a civil debt recovered summarily.

13.3 Where the Landowner disputes the Notice or any work undertaken by the Trust under this clause, the dispute resolution provisions in clause 14 apply.

14 Dispute resolution

14.1 If any dispute arises under or in connection with this Covenant (**Dispute**), either Party may at any time give written notice to the other (**Dispute Notice**) requesting that a meeting take place to seek to resolve the Dispute in good faith.

- 14.2 If the Dispute is not resolved in 15 Business Days from the date the Dispute Notice is received it will be referred to mediation (**Mediation**) conducted by the Australian Disputes Centre (**ADC**) in accordance with the ADC mediation guidelines (**Guidelines**) with each party bearing their own cost.
- 14.3 If the parties fail to settle the Dispute at Mediation, the parties may agree to submit the Dispute for determination at arbitration under the Rules of Arbitration of Resolution Institute by one or more arbitrators appointed in accordance with those rules. The Parties acknowledge that any determination made at arbitration will be final and binding.
- 14.4 If the Parties do not agree to refer the Dispute to arbitration in accordance with clause 14.3, either Party may submit the Dispute for resolution to the exclusive jurisdiction of the courts of Victoria, Australia.
- 14.5 The Parties will continue to perform their respective obligations under this Covenant pending the resolution of the Dispute.

15 Notices

- 15.1 Any notice, approval, consent or other communication from one Party to another under this Covenant, must be in writing addressed to the other Party and signed by an authorised officer on behalf of the Party giving it and must be delivered by hand, post, courier or email, delivered to the address provided in Item 3 of Schedule 1.
- 15.2 Notices will be deemed to have been given if:
- 15.2.1 mailed, five (5) Business Days after posting;
 - 15.2.2 hand delivered, on the date of delivery;
 - 15.2.3 emailed, on receipt by the send of confirmation of receipt,
- except that a notice that is delivered or emailed after 5:00pm will be deemed to be received on the next Business Day.

16 Confidentiality

- 16.1 The Landowner must not disclose or permit the disclosure of any of the Trust's Confidential Information without written permission from the Trust, except:
- 16.1.1 where required under this Covenant including to the Landowner's legal and financial advisers, on a confidential basis; or
 - 16.1.2 where the disclosure is required by Law.
- 16.2 The Landowner consents to the Trust, the Delivery Partner and the Department publishing or otherwise making available information in relation to the BushBank Project:
- 16.2.1 to other Victorian public entities or Ministers of the State of Victoria in connection with the BushBank Objectives;
 - 16.2.2 to the office of the Auditor General appointed under section 94A of the *Constitution Act 1975 (Vic)*, the Victorian ombudsman appointed under the *Ombudsman Act 1973 (Vic)* or to the Victorian Information Commissioner as appointed under the *Privacy and Data Protection Act 2014 (Vic)*;

- 16.2.3 to the Independent Broad-based Anti-corruption Commission;
- 16.2.4 if required to do so by Law or a court order,
- 16.2.5 for the purpose of obtaining professional advice; and
- 16.2.6 as may be required to comply with its obligations under the *Freedom of Information Act 1982* (Vic).

17 Privacy

17.1 The Landowner will:

- 17.1.1 comply with all applicable Privacy Legislation with respect to any act done or practice engaged in by them under or in connection with this Covenant;
- 17.1.2 co-operate with any reasonable request of the Trust relating to the protection of Personal Information or the investigation of a complaint relating to the collection, use or disclosure of Personal Information under this Covenant; and
- 17.1.3 other than as agreed in writing at the Commencement Date, the Landowner must not, and must ensure that its personnel do not, without the Trust's prior written consent, take, disclose or make available any Personal Information in relation to this Covenant outside of Victoria.

17.2 The Parties acknowledge and agree that Personal Information supplied by the Parties in connection with this Covenant and/or contained herein is collected, stored and maintained for the purpose of facilitating and administrating this Covenant. This information may be disclosed in accordance with this Covenant and any Law, but will not be traded, sold, licensed nor used for commercial marketing purposes.

18 General

Entire agreement

18.1 This Covenant contains everything the Parties have agreed in relation to the subject matter it deals with. No Party can rely on an earlier written document or anything said or done by or on behalf of another Party before this Covenant was executed.

Governing law and jurisdiction

18.2 This Covenant is governed by the law of Victoria. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

Severability

18.3 Each provision of this Covenant is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Covenant in the relevant jurisdiction, but the rest of this Covenant will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variations

18.4 Any variations to this Covenant must be done in accordance with the provisions of the Act.

Waivers

18.5 A waiver of any right, power or remedy under this Covenant must be in writing signed by the Party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.

18.6 The fact that a Party fails to do, or delays in doing, something the party is entitled to do under this Covenant does not amount to a waiver.

Execution and date

Executed as a deed.

Where Landowner is an individual(s):

Signed, sealed and delivered by

Insert Names of individual(s)

in the presence of:

.....
Signature of **Landowner**

.....
Signature of witness

.....
Name of witness (print)

.....
Date

OR Where Landowner is a company

Executed by **[Insert name of company and ACN]** by being signed by its authorised person(s) in accordance with section 127 of the Corporations Act 2001(Cth): if the seal is affixed, witnessed by the following persons:

.....
Signature of director/authorised officer

.....
Signature of director/company secretary/authorised officer

.....
Name of director/authorised officer (print)

.....
Name of director/company secretary/authorised officer (print)

.....
Date

The common seal of **Trust for Nature (Victoria)** was hereunto affixed by the authority of the Trustees in the presence of:

.....
Signature of Trustee

.....
Signature of Chief Executive
Officer/Trustee

.....
Name of Trustee (print)

.....
Name of Chief Executive Officer/Trustee
(print)

.....
Date

It is hereby certified that the approval of the Minister under sub-section 3A(8) of the Act has been obtained to this covenant (**ref. schedule TNV.....**).

.....
Chief Executive Officer
Trust for Nature (Victoria)

.....
Date

SCHEDULE 1: COVENANT DETAILS

Item 1: Landowner

[Insert the name of the registered proprietor details from a title search carried out shortly before execution]

Item 2: Property

Property Address:

Certificate of Title Volume: Folio: Plan of Subdivision:

Parish: Allotment: Section:

Item 3: Notice details

Name, postal address, email and mobile phone details of the Parties are contained in:

- (a) Appendix D to the Native Vegetation Restoration Plan during the Restoration Management Period; and
- (b) the Covenant Management Plan,

in each case as amended from time to time.

SCHEDULE 2: COVENANT AREA

[Note: Survey Plan to identify the Covenant Area, and in applicable scenarios the Domestic Area]

SCHEDULE 3: MORTGAGEE’S CONSENT

[Insert name of Mortgagee] as Mortgagee of registered mortgage No. **[Insert mortgage number]** consents to the Landowner entering into this Covenant and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Covenant.

Executed by **[Insert name of company and ACN]**
(in its capacity as agent) by its attorney under
Power of Attorney dated:

In the presence of:

.....
Signature of witness

.....
Attorney name and tier

.....
Name of witness (print)

By executing this agreement the attorney states
that the attorney has received no notice of
revocation of the power of attorney

27 March 2024

Manager Planning and Development
Planning Department
Pyrenees Shire Council
5 Lawrence Street
Beaufort Victoria 3373

Dear Sir/Madam,

Cassinia Landscapes Pty Ltd
Application for a planning permit for the subdivision of land (re-subdivision of 2 lots) at
Rivetts Road, Amphitheatre, Victoria 3468

I write to express Trust for Nature's support for the planning permit application submitted by Cassinia Landscapes Pty Ltd for the re-subdivision of Crown Allotments 13 and 14, Section D, Parish of Glenlogie.

We understand that this planning application is to realign the boundary between these separate titles such that vehicular access can be provided to each title from Rivetts Road. We also understand that if successful the application would not increase the number of lots. We see this realignment as important such that these sites can be accessed and managed well by the owners for conservation purposes in accordance with the requirements of Trust for Nature's conservation covenant. These particular titles are being protected by Trust for Nature as part of the Victorian Government's BushBank program, whereby the sites will be restored with native vegetation, and protected forever.

Cassinia is DEECA's delivery partner for the private land element of the government's BushBank program. The Victorian Government is investing \$30.9 million to revegetate and restore at least 20,000 hectares of native habitat across private land in Victoria. Cassinia is working with the Victorian Government, Trust for Nature and more than 20 other partners to achieve this ambitious goal.

Every BushBank site will have an in-perpetuity Trust for Nature deed of covenant lodged on title and a Native Vegetation Restoration Plan agreed. Following the restoration period, the site will be managed in accordance with a site-specific Covenant Management Plan to enhance the property's ecological assets. A template covenant has been prepared, which will be applied to each site and amended as necessary for each particular site context.

We are keen to progress the lodgement of these covenants on these two titles, which are the first privately-owned sites to be delivered through the BushBank program.

Please let me know should you require any further information.

Kind regards,



Mat Hardy

Nature Markets Manager



Trust for Nature

ABN 60 292 993 543

trustfornature@tfn.org.au | (03) 8631 5888

Wurundjeri Country, Level 5

379 Collins Street, Melbourne VIC 3000

trustfornature.org.au

Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 02954 FOLIO 769

Security no : 124114205142E
Produced 16/04/2024 12:21 PM

CROWN GRANT

AND DESCRIPTION

Crown Allotment 13 Section D Parish of Glenlogie.

ENCUMBRANCES, CAVEATS AND NOTICES

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP560847Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: RIVETTS ROAD AMPHITHEATRE VIC 3468

ADMINISTRATIVE NOTICES

NIL

CT Control 17850D NORMAN A BOYD & ASSOCIATES
Effective from 10/02/2022

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by Feigl & Newell Pty. Ltd. has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

TITLE PLAN		TP 560847Y
<p>LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT</p>		
<p>ALL THAT PIECE OF LAND in the said State containing <i>two hundred and fourteen acres three roods and ten perches more or less being Allotment thirteen of Section 11 in the Parish of Glenelg County of Kara Kara</i></p> <p>delimited with the measurements and abutals thereof in the map drawn in the margin of these presents and therein coloured yellow</p> <p>Excepting however unto us our heirs and successors all gold and silver and auriferous and argentiferous earth or stone and all mines containing gold silver copper tin antimony coal lignite and all other metals and mineral ores whatsoever and all mines veins lodes or deposits containing gold silver copper tin antimony coal lignite and other metals and minerals and mineral ores in upon or under and within the boundaries of the said land. AND ALSO reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal lignite and other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal lignite and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal lignite metals minerals and their ores and the mines metals and minerals in upon and under the land hereby granted and for the purposes aforesaid to sink shafts erect machinery carry on any works and do any other things which may be necessary or usual in mining. PROVIDED ALWAYS that it shall be lawful for us our heirs and successors at any time on paying full compensation to the said GRANTEE</p> <p>our heirs executors administrators or assigns for the full value other than that due to any metals or minerals or mineral ores being thereon or thereunder of the said piece of land or so much thereof as may be resumed as hereinafter mentioned and of the improvements upon the said piece of land or the part so resumed such value in case of disagreement to be ascertained by arbitration to resume the said piece of land or any part thereof for mining purposes. AND THAT the terms conditions and events upon which such land may be resumed and the manner in which such arbitration may be conducted may be determined by regulations in such manner as the Governor in Council may from time to time direct or if at any time no such regulations shall be in force then by the regulations concerning the resumption of land for mining purposes in force at the date of this Grant unless Parliament shall otherwise determine.</p>		
LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 2 of 2 sheets

Copyright notice as required. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 06959 FOLIO 745

Security no : 124114205144B
Produced 16/04/2024 12:21 PM

AND DESCRIPTION

rown Allotment 14 Section D Parish of Glenlogie.
ARENT TITLES :
olume 02753 Folio 428 Volume 02804 Folio 693
reated by instrument 2053615 29/01/1947

ENCUMBRANCES, CAVEATS AND NOTICES

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP278045L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: RIVETTS ROAD AMPHITHEATRE VIC 3468

ADMINISTRATIVE NOTICES

NIL

CT Control 17850D NORMAN A BOYD & ASSOCIATES
Effective from 10/02/2022

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by Feigl & Newell Pty. Ltd. has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

TITLE PLAN		EDITION 1	TP 278045L
Location of Land Parish: GLENLOGIE Township: Section: D Crown Allotment: 14 Crown Portion: Last Plan Reference: Derived From: VOL 6959 FOL 745 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
Description of Land / Easement Information		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 19/01/2000 VERIFIED: G.B.	
LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet. Metres = 0.201168 x Links	Sheet 1 of 1 sheets	